

RELEASE OF ALL CLAIMS

CLAIM No.: 0551367733

This Indenture Witnesseth that, in consideration of the sum of thirty thousand Dollars and zero Cents (\$30,000.00), for myself and for my heirs, personal representatives and assigns, I do hereby release and forever discharge SUSAN ANDERSON-KRIEG, Allstate, its affiliates and its subsidiaries and any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, representatives and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions, and causes of action whatsoever and any claims for pre- and post-judgment interest and any claims for attorney fees, arising from any act or occurrence up to the present time and particularly on account of bodily injury, loss or damages of any kind already sustained or that I may hereafter sustain in consequence of or arising out of an accident that occurred on or about the 28th day of June, 2019 at or near hwy 611, Bartonsville, PA.

To procure payment of the said sum, I hereby declare: that I am more than 18 years of age; that no representation about the nature and extent of said injuries, disabilities or damages made by a physician, attorney or agent of any party hereby released, nor any representation regarding the nature and extent of legal liability or financial responsibility of any of the parties hereby released, have induced me to make this settlement; that in determining said sum there has been taken into consideration not only the ascertained injuries, disabilities and damages, but also the possibility that the injuries sustained may be permanent and progressive and recovery there from uncertain and indefinite, so that consequences not now anticipated may result from the said accident.

The undersigned further covenant to indemnify and hold harmless the said party or parties from and against all claims and demands whatsoever on account of or in any way arising out of the said occurrence or its results both to person and property. This provision applies, but is not limited to, subrogation claims by any other party.

I hereby agree that, as a further consideration and inducement for this compromise settlement, this settlement shall apply to all unknown and unanticipated injuries and damages resulting or arising from said accident, casualty or event, as well as to those now disclosed.

I understand that the parties hereby released admit no liability of any sort by reason of said accident and that said payment and settlement in compromise is made to terminate further controversy respecting all claims for damages that I have heretofore asserted or that I or my personal representative might hereafter assert because of the said accident.

I further understand that this agreement only releases the parties named above with respect to bodily injury damages arising out of the accident. This agreement does not waive any other party or parties from making any other claims that are not discharged or settled by this release.

The undersigned expressly covenants and warrants that all Medicare, Medicare Advantage Organization, Medicare Advantage Plan, and/or Medicaid, hospital, medical provider, health care provider, medical supplier and other medical liens, subrogation rights, rights of payment, rights of reimbursement and claims of any nature whatsoever, arising now or in the future, as a result of health care services provided to the undersigned have been or will be satisfied, settled, compromised or paid by express agreement with Medicare, Medicare Advantage Organization, Medicare Advantage Plan, and/or Medicaid, each insurance carrier and each hospital, health care provider, medical provider or medical supplier by the undersigned prior to final disbursement of the settlement proceeds. The undersigned covenants and warrants that all such claims, liens, payment obligations and assignments have been disclosed in writing to the parties released prior to settlement. The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these warranties and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

The undersigned understands and agrees that such liability as he/she may or shall have incurred, arising now or in the future, as a result of health care services provided to the undersigned, including any health care lien, statutory or otherwise, is expressly reserved to each and every health care provider or payor based on such services, such

liability not being in any way waived, agreed upon, discharged, released or settled or impacted in anyway, by this release. This specifically includes, but is not limited to, any liability the undersigned may have to any hospital, health care provider, medical provider, medical supplier, Medicare, Medicare Advantage Organization, Medicare Advantage Plan, and/or Medicaid. If any subrogation claims, liens or rights to payment of any kind against these settlement proceeds do in fact exist, the undersigned shall distribute these funds in accord with such claims, liens or rights to payment (or shall direct his/her attorney to do so). The undersigned agrees to indemnify, defend and hold harmless the parties released for any and all losses, claims, demands or causes of action, and any damages, judgments, fees, expenses, costs (including interest) of any nature whatsoever paid and incurred as a result of any breach of these agreements and covenants. The undersigned understands and agrees that the parties released have relied on these material representations as part of the consideration and inducement for this settlement.

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Signed and sealed this 29th day of June, 2022.

Desiree L. John (Seal)
Signature

Desiree L. John (Seal)
Name printed

Witnessed by:

Michelle Arner (SEAL)
Michelle Arner

(SEAL)

STATE OF PA }
COUNTY OF Monroe } SS

Desiree L.

On this 29 day of June 2022, John, before me personally
Appeared Desiree L. John, to me known to be the person who executed the foregoing instrument, and
acknowledged that ✓ executed the same as ✓ free act and deed.

My commission expires December 15, 2024 Renee J. Miller
NOTARY PUBLIC

